

5:19-CV-174

Bailey

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF WEST VIRGINIA  
WHEELING DIVISION**

<b>In re:</b>	)	
	)	<b>Chapter 11</b>
<b>WELDED CONSTRUCTION, L.P.</b>	)	
	)	<b>Case No. 18-12378 (KG) (Bankr. D. Del.)</b>
<b>Debtor.</b>	)	
	)	<b>(Jointly Administered)</b>
	)	
<hr/>		
<b>HERC SERVICES, LLC,</b>	)	
	)	
<b>Plaintiff,</b>	)	
	)	
<b>v.</b>	)	<b>Adv. Proc. No. 19-_____</b>
	)	<b>(Removal from Circuit Court of Wetzel</b>
<b>COLUMBIA GAS TRANSMISSION,</b>	)	<b>County, Civil Action No. 19-C-12)</b>
<b>LLC,</b>	)	
<b>Defendant.</b>	)	
	)	

## **NOTICE OF REMOVAL**

PLEASE TAKE NOTICE that, pursuant to 28 U.S.C. §§ 1334(b), 1452, 1332, 1367, 1441(b) and 1446, and Federal Rule of Bankruptcy Procedure 9027, the Defendant, Columbia Gas Transmission, LLC, by counsel, gives notice of removal of the above-captioned action from the Circuit Court of Wetzel County, West Virginia, to the United States Bankruptcy Court for the Northern District of West Virginia. In support thereof, the Defendant states as follows:

## I. NATURE OF REMOVED ACTION

1. On or about February 22, 2019, Plaintiff filed a Complaint in the Circuit Court of Wetzel County, West Virginia, Civil Action No. 19-C-12, naming Columbia Gas Transmission, LLC as Defendant.

2. In accordance with 28 U.S.C. § 1446(a) and Federal Rule of Bankruptcy Procedure 9027(a)(1), a copy of the docket sheet and a copy of all process, pleadings, and orders served upon the Defendants in the state court action are attached hereto as **Exhibit A**.

## **II. TIMELINESS OF REMOVAL**

3. This civil action was filed on February 22, 2019. Plaintiff has not yet served the Complaint on Defendant. Accordingly, the 30-day removal period contemplated by 28 U.S.C. § 1446(b) and Federal Rule of Bankruptcy Procedure 9027(a)(3) has not yet begun to run. *See Murphy Bros., Inc. v. Michetti Pipe Stringing, Inc.*, 526 U.S. 344, 354–56 (1999) (30-day removal period begins upon service of summons and complaint).

## **III. PROPRIETY OF VENUE**

4. Venue is proper in this district and division under 28 U.S.C. §§ 1441(a) and 1452(a), because the state court where the suit has been pending is located in this district and this division.

## **IV. BASIS OF REMOVAL**

5. Removal in this case is proper pursuant to 28 U.S.C. § 1441(a), which provides that “any civil action brought in a State court of which the district courts of the United States have original jurisdiction, may be removed by the defendant or the defendants, to the district court of the United States for the district and division embracing the place where such action is pending,” as well as 28 U.S.C. § 1452, which provides that “[a] party may remove any claim or cause of action in a civil action other than a proceeding before the United States Tax Court or a civil action by a governmental unit . . . to the district court for the district where such civil action is pending . . . .”

6. In this case, federal jurisdiction is founded upon bankruptcy court jurisdiction, pursuant to 28 U.S.C. § 1334(b), because this civil action arises in and/or is related to a pending case filed under Title 11, *In re: Welded Construction, L.P.*, Case No. 18-12378 (KG) (Bankr. D. Del.) (Jointly Administered).

7. In addition, federal jurisdiction in this case is founded upon diversity of citizenship, pursuant to 28 U.S.C. § 1332(a), as this civil action is a matter between citizens of different states and the amount in controversy exceeds the sum or value of \$75,000.00, exclusive of interest and costs.

**A. Bankruptcy Court Jurisdiction**

8. Welded Construction, L.P. (the “Debtor”), filed a Voluntary Petition under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) on October 22, 2018. *See In re: Welded Construction, L.P.*, Case No. 18-12378 (KG) (Bankr. D. Del.) (Jointly Administered) (the “Bankruptcy Case”).

9. This civil action seeks to enforce a mechanic’s lien against Defendant arising from unpaid obligations of the Debtor to Plaintiff. Furthermore, upon information and belief, Plaintiff’s mechanic’s lien may attach to property of the Debtor’s bankruptcy estate, including fixtures, appurtenances, and personal property of the Debtor situate in Wetzel County.

10. Plaintiff has filed a proof of claim in the Bankruptcy Case for the obligation of the Debtor underpinning the mechanic’s lien asserted against Defendant. *See* Claim No. 532. Determination of the amount of Plaintiff’s claim against the Debtor—and the amount of the claim that will be allowed and paid from the Debtor’s estate—is necessary to determine what amount, if any, Plaintiff can seek to recover from Defendant through enforcement of its purported mechanic’s lien.

11. Pursuant to 28 U.S.C. §1334(b), the civil action “arises in” the Debtor’s Bankruptcy Case and is, thus, a “core proceeding.” *See In re Mid-Atlantic Resources Corp.*, 283 B.R. 176, 186–89 (S.D. W. Va. 2002) (upholding the bankruptcy court’s decision denying a motion to remand in a removed case involving a mechanic’s lien asserted against non-debtor entities arising from obligations of the debtor and finding that the action was a core proceeding).

12. The Bankruptcy Court has jurisdiction to hear and decide disputes arising in or related to the Bankruptcy Case. Thus, the civil action may be removed to United States District Court for the Northern District of West Virginia (the “District Court”) under 28 U.S.C. §1452(a).

13. Pursuant to 28 U.S.C. §157 and the Amended Standing Order of Reference entered in the District Court miscellaneous proceeding no. 5:13-MC-12 on April 2, 2013, the District Court has referred all matters arising in or related to a case under Title 11 to the bankruptcy judges for the District Court. This includes this civil action.

14. This civil action is a “core proceeding” that arises in the Bankruptcy Case within the meaning of 28 U.S.C. §§ 157(b) and 1334(b) and, to the extent that this Court finds that this civil action is not a “core proceeding,” the civil action is at least a “non-core proceeding” that invokes the “related to” jurisdiction of the bankruptcy courts pursuant to 28 U.S.C. §§ 157, 1334, and 1452.

15. Defendant consents to entry of final orders or judgment by the bankruptcy courts.

#### **B. Diversity of Citizenship**

16. As stated in the Complaint, Plaintiff is a Pennsylvania corporation, with a place of business located at 41 Edgecliff Road, Rosslyn Farms, Pennsylvania 15106.

17. A limited liability company is a citizen of the state or states of which its members are citizens. *Gen. Tech. Applications, Inc. v. Exro Ltda*, 388 F.3d 114, 120 (4th Cir. 2004).

Furthermore, where the member of a limited liability company is itself a limited liability company, the members of that entity must be considered as well. *Boggs v. Fola Coal Co., LLC*, Case No. 2:10-cv-0608, 2010 U.S. Dist. LEXIS 93288, at \*5 (S.D. W. Va. Sept. 7, 2010).

18. According to records maintained by the Pennsylvania Secretary of State, HERC Services, LLC is owned by Sargent Group, LLC, which is also a Pennsylvania limited liability company. See <https://www.corporations.pa.gov/Search/CorpSearch>, last accessed 4/9/2019.

19. Upon information and belief, the members of Sargent Group, LLC are not citizens of West Virginia, Delaware, or Texas for purposes of diversity jurisdiction.

20. Defendant is a limited liability company, organized and existing under the laws of the State of Delaware, and having a place of business at 700 Louisiana Street, Suite 700, Houston, TX 77002.

21. The sole member of Columbia Gas Transmission, LLC is Columbia Pipeline Group Operating Company LP (“OpCo”), a Delaware limited partnership, with its principal place of business in Texas. OpCo has one general partner and three limited partners. All of OpCo’s limited partners, its general partner, and all entities related to OpCo’s general partner and limited partners are citizens of Delaware and Texas for purposes of diversity jurisdiction.

22. Therefore, Columbia Gas Transmission, LLC is not a Pennsylvania or West Virginia citizen for purposes of diversity jurisdiction under 28 U.S.C. § 1332(a).

23. Based upon the foregoing, there is complete diversity of citizenship between Plaintiff and Defendant.

### **C. Amount in Controversy**

24. The matter in controversy exceeds the sum or value of Seventy-Five Thousand Dollars (\$75,000.00), exclusive of interests and costs.

25. Specifically, according to the Complaint, Plaintiff is seeking to enforce a statutory mechanic's lien pursuant to W. Va. Code § 38-2-2 in the amount of \$143,990.30. *See Compl.* ¶ 7.

26. Inasmuch as the value of the statutory mechanic's lien exceeds \$75,000.00, the amount in controversy requirement is satisfied.

#### **V. OTHER REMOVAL ISSUES**

27. Pursuant to 28 U.S.C. § 1446(a) and Federal Rule of Bankruptcy Procedure 9027(a)(1), a copy of all process, pleadings, and orders served upon the Defendant is attached hereto as "Exhibit A" along with a copy of the docket sheet from the Circuit Court of Wetzel County, West Virginia.

28. A Notice of Filing of Notice of Removal will be filed this day with the Circuit Clerk of Wetzel County, West Virginia and served on the Plaintiff.

WHEREFORE, the Defendants, by counsel, respectfully advise that this civil action has been removed from the Circuit Court of Wetzel County, West Virginia, to the United States Bankruptcy Court for the Northern District of West Virginia, and that this Court shall assume jurisdiction over this action.

**COLUMBIA GAS TRANSMISSION, LLC,**

**By Counsel**

**STEPTOE & JOHNSON PLLC  
Of Counsel**

/s/ John J. Meadows  
John J. Meadows (WV State Bar ID No. 9442)  
Devon J. Stewart (WV State Bar ID No. 11712)  
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Devon.Stewart@steptoe-johnson.com

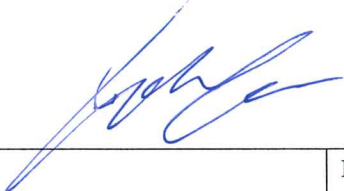




B1040 (FORM 1040) (12/15)

<b>ADVERSARY PROCEEDING COVER SHEET</b> (Instructions on Reverse)		<b>ADVERSARY PROCEEDING NUMBER</b> (Court Use Only)		
<b>PLAINTIFFS</b> Herc Services, LLC	<b>DEFENDANTS</b> Columbia Gas Transmission, LLC			
<b>ATTORNEYS</b> (Firm Name, Address, and Telephone No.) Anthony C. Sunseri, Burns White LLC, The Maxwell Center, 32-20th Street, Suite 200, Wheeling, WV 26003 (304) 233-9500	<b>ATTORNEYS</b> (If Known) John J. Meadows, Devon J. Stewart, Steptoe & Johnson PLLC 707 Virginia St E., 17th Floor, P.O. Box 1588, Charleston, WV 25326 (304) 353-8000			
<b>PARTY</b> (Check One Box Only) <input type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input checked="" type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee	<b>PARTY</b> (Check One Box Only) <input type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input checked="" type="checkbox"/> Other <input type="checkbox"/> Trustee			
<b>CAUSE OF ACTION</b> (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED) Removal by Defendant Columbia Gas Transmission, LLC of state court action to enforce mechanic's lien asserted by Plaintiff against Defendant that arises from an obligation owed by the Detbor Welded Construction, L.P. to Plaintiff.				
<b>NATURE OF SUIT</b> (Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)				
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top; border: none;"> <b>FRBP 7001(1) – Recovery of Money/Property</b>  <input type="checkbox"/> 11-Recovery of money/property - §542 turnover of property  <input type="checkbox"/> 12-Recovery of money/property - §547 preference  <input type="checkbox"/> 13-Recovery of money/property - §548 fraudulent transfer  <input type="checkbox"/> 14-Recovery of money/property - other   <b>FRBP 7001(2) – Validity, Priority or Extent of Lien</b>  <input checked="" type="checkbox"/> 21-Validity, priority or extent of lien or other interest in property   <b>FRBP 7001(3) – Approval of Sale of Property</b>  <input type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner - §363(h)   <b>FRBP 7001(4) – Objection/Revocation of Discharge</b>  <input type="checkbox"/> 41-Objection / revocation of discharge - §727(c),(d),(e)   <b>FRBP 7001(5) – Revocation of Confirmation</b>  <input type="checkbox"/> 51-Revocation of confirmation   <b>FRBP 7001(6) – Dischargeability</b>  <input type="checkbox"/> 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims  <input type="checkbox"/> 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud  <input type="checkbox"/> 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny  <div style="text-align: center;">(continued next column)</div> </td> <td style="width: 50%; vertical-align: top; border: none;"> <b>FRBP 7001(6) – Dischargeability (continued)</b>  <input type="checkbox"/> 61-Dischargeability - §523(a)(5), domestic support  <input type="checkbox"/> 68-Dischargeability - §523(a)(6), willful and malicious injury  <input type="checkbox"/> 63-Dischargeability - §523(a)(8), student loan  <input type="checkbox"/> 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support)  <input type="checkbox"/> 65-Dischargeability - other   <b>FRBP 7001(7) – Injunctive Relief</b>  <input type="checkbox"/> 71-Injunctive relief – imposition of stay  <input type="checkbox"/> 72-Injunctive relief – other   <b>FRBP 7001(8) Subordination of Claim or Interest</b>  <input type="checkbox"/> 81-Subordination of claim or interest   <b>FRBP 7001(9) Declaratory Judgment</b>  <input checked="" type="checkbox"/> 91-Declaratory judgment   <b>FRBP 7001(10) Determination of Removed Action</b>  <input checked="" type="checkbox"/> 01-Determination of removed claim or cause   <b>Other</b>  <input type="checkbox"/> SS-SIPA Case – 15 U.S.C. §§78aaa <i>et. seq.</i>  <input type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)           </td> </tr> </table>			<b>FRBP 7001(1) – Recovery of Money/Property</b> <input type="checkbox"/> 11-Recovery of money/property - §542 turnover of property <input type="checkbox"/> 12-Recovery of money/property - §547 preference <input type="checkbox"/> 13-Recovery of money/property - §548 fraudulent transfer <input type="checkbox"/> 14-Recovery of money/property - other  <b>FRBP 7001(2) – Validity, Priority or Extent of Lien</b> <input checked="" type="checkbox"/> 21-Validity, priority or extent of lien or other interest in property  <b>FRBP 7001(3) – Approval of Sale of Property</b> <input type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner - §363(h)  <b>FRBP 7001(4) – Objection/Revocation of Discharge</b> <input type="checkbox"/> 41-Objection / revocation of discharge - §727(c),(d),(e)  <b>FRBP 7001(5) – Revocation of Confirmation</b> <input type="checkbox"/> 51-Revocation of confirmation  <b>FRBP 7001(6) – Dischargeability</b> <input type="checkbox"/> 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims <input type="checkbox"/> 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud <input type="checkbox"/> 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny <div style="text-align: center;">(continued next column)</div>	<b>FRBP 7001(6) – Dischargeability (continued)</b> <input type="checkbox"/> 61-Dischargeability - §523(a)(5), domestic support <input type="checkbox"/> 68-Dischargeability - §523(a)(6), willful and malicious injury <input type="checkbox"/> 63-Dischargeability - §523(a)(8), student loan <input type="checkbox"/> 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support) <input type="checkbox"/> 65-Dischargeability - other  <b>FRBP 7001(7) – Injunctive Relief</b> <input type="checkbox"/> 71-Injunctive relief – imposition of stay <input type="checkbox"/> 72-Injunctive relief – other  <b>FRBP 7001(8) Subordination of Claim or Interest</b> <input type="checkbox"/> 81-Subordination of claim or interest  <b>FRBP 7001(9) Declaratory Judgment</b> <input checked="" type="checkbox"/> 91-Declaratory judgment  <b>FRBP 7001(10) Determination of Removed Action</b> <input checked="" type="checkbox"/> 01-Determination of removed claim or cause  <b>Other</b> <input type="checkbox"/> SS-SIPA Case – 15 U.S.C. §§78aaa <i>et. seq.</i> <input type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)
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<input checked="" type="checkbox"/> Check if this case involves a substantive issue of state law		<input type="checkbox"/> Check if this is asserted to be a class action under FRCP 23		
<input type="checkbox"/> Check if a jury trial is demanded in complaint		Demand \$143,990.30		
Other Relief Sought				

**B1040 (FORM 1040) (12/15)**

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR Welded Construction, L.P.		BANKRUPTCY CASE NO. 18-12378 (KG)
DISTRICT IN WHICH CASE IS PENDING District of Delaware	DIVISION OFFICE	NAME OF JUDGE Judge Kevin Gross
RELATED ADVERSARY PROCEEDING (IF ANY)		
PLAINTIFF	DEFENDANT	ADVERSARY PROCEEDING NO.
DISTRICT IN WHICH ADVERSARY IS PENDING	DIVISION OFFICE	NAME OF JUDGE
SIGNATURE OF ATTORNEY (OR PLAINTIFF) 		
DATE April 10, 2019		PRINT NAME OF ATTORNEY (OR PLAINTIFF) /s/ John J. Meadows

**INSTRUCTIONS**

The filing of a bankruptcy case creates an "estate" under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor's discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also must complete and file Form 1040, the Adversary Proceeding Cover Sheet, unless the party files the adversary proceeding electronically through the court's Case Management/Electronic Case Filing system (CM/ECF). (CM/ECF captures the information on Form 1040 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff's attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

**Plaintiffs and Defendants.** Give the names of the plaintiffs and defendants exactly as they appear on the complaint.

**Attorneys.** Give the names and addresses of the attorneys, if known.

**Party.** Check the most appropriate box in the first column for the plaintiffs and the second column for the defendants.

**Demand.** Enter the dollar amount being demanded in the complaint.

**Signature.** This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not represented by an attorney, the plaintiff must sign.



(/DEFAULT.ASPX)

Civil  
Case Information  
Second Judicial Circuit of Wetzel County

19-C-12  
Judge: JEFFREY D. CRAMER  
HERC SERVICES, LLC VS. COLUMBIA GAS TRANSMISSION, LLC

**Plaintiff(s)****Plaintiff Attorney(s)**

HERC SERVICES, LLC

N/A

**Defendant(s)****Defendant Attorney(s)**

COLUMBIA GAS  
COLUMBIA GAS TRANSMISSION, LLC

N/A

Date Filed: 02/22/2019  
Case Type: MISCELLANEOUS CIVIL  
Appealed: 0  
Final Order Date: N/A  
Statistical Close Date: N/A

<b><u>Line</u></b>	<b><u>Date</u></b>	<b><u>Action / Result</u></b>
0001	02/22/2019	CCIS & COMPLAINT FOR ENFORCEMENT OF MECHANIC'S LIEN W/
0002		EXHIBITIS (A)-(B) FILED.
0003		*TIME-STAMPED COPIES RETURNED TO BURNS WHITE LLC FOR SERVICE*

These materials have been prepared by the Office of the Clerk of the various Circuit Courts from original sources and data believed to be reliable. The information contained herein, however, has not been independently verified by the Office of the Clerk or Software Computer Group, Incorporated. The Office of the Clerk of the Circuit Courts and Software Computer Group, Inc. assume no liability for the accuracy, completeness, or timeliness of the information contained herein.

Software Computer Group | PO Box 27 | Fraziers Bottom WV 25082



IN THE CIRCUIT COURT OF WETZEL COUNTY, WEST VIRGINIA

HERC SERVICES, LLC

Plaintiff,

Civil Action No. 19-C-12

COLUMBIA GAS TRANSMISSION, LLC

Defendant.

FILED  
2019 FEB 22 AM 11:10  
CLERK OF COURT  
WETZEL COUNTY, WV

**COMPLAINT FOR ENFORCEMENT OF MECHANIC'S LIEN**

Plaintiff, Herc Services, LLC ("Plaintiff"), states the following for its complaint against the Defendant, Columbia Gas Transmission, LLC, on behalf of Columbia Gas Transmission, LLC, as follows:

**PARTIES**

1. Herc Services, LLC is a Pennsylvania corporation with a place of business located at 41 Edgecliff Road, Rosslyn Farms, Pennsylvania 15106, which is in good standing under the laws of the State of West Virginia.

2. Columbia Gas Transmission, LLC is the owner, or reputed owner as its interests may appear, for Spread 1 of the Mountaineer Xpress Pipeline Project, owned by Columbia Gas Transmission, LLC, as referenced herein.

**JURISDICTION AND VENUE**

3. This Court has jurisdiction and venue over the Defendant and the subject matter of this suit as: (i) a substantial portion of the acts and/or omissions giving rise to this Complaint occurred in Wetzel County, West Virginia; and (ii) the real estate at issue is also located in Wetzel County, West Virginia.



## **BACKGROUND FACTS**

4. Herc Services, LLC provided work materials, services and labor for quantity surveying and cost engineering, for Spread 1 of the Mountaineer Xpress Pipeline Project, owned by Columbia Gas Transmission, LLC, and situated at Station 0+00 in Marshall County, West Virginia to Station 996+36 in Wetzel County, West Virginia.

5. The contract price and value of said work material is \$340,117.17.

6. Of said contract price, Herc Services, LLC has only been paid \$196,126.87 by Defendant for services, materials, products and labor performed.

7. At this time, there remains an outstanding amount of \$143,990.30 owed by Defendant to Plaintiff. See, Exhibit “A” attached hereto.

8. On or about October 22, 2018, in accordance with West Virginia Code §§38-2-1, *et seq.*, Herc Services, LLC, caused to be recorded in the Clerk’s office. See, Exhibit “B” attached hereto.

9. Plaintiff incorporates by reference each of the following paragraphs into each of the following causes of action as if the same were more fully set forth therein.

## **CAUSES OF ACTION**

### *Count One – Enforcement of Mechanic’s Lien*

10. Pursuant to West Virginia Code §§38-2-1 through 4, any person supplying labor and/or materials to a contractor or owner, may obtain a lien upon land and improvements upon which such supplies were used to improve, including a leasehold interest, and said lien attaches and dates from the time the first such labor/materials are provided.

11. Columbia Gas Transmission, LLC has failed to pay Herc Services, LLC the outstanding balance for labor, materials and services used and/or provided in construction and



improvements of the subject Real Estate as referenced herein, and for said Project as referenced herein.

12. As the owner and/or reputed owner of said interest, Defendant, Columbia Gas Transmission, LLC, has benefited from the labor/materials provided and is therefore indebted to Herc Services, LLC pursuant to the Mechanic's Lien in the sum of \$143,990.30, plus interest, costs and attorney's fees, which continue to accrue.

13. The provisions of West Virginia Code §§38-2-34 require that enforcement of a mechanic's lien be effectuated by commencing a civil action within six months of filing a notice of mechanic's lien in the Clerk's office.

14. By filing the within Complaint, Herc Services, LLC is hereby timely enforcing its mechanic's lien in accordance with West Virginia Code §§38-2-34.

*Count Two – Unjust Enrichment/Quantum Meruit*

15. Alternatively, the Defendant was unjustly enriched by the value of the labor and materials Plaintiff provided for the subject project and the corresponding increase in value to the Real Estate and Plaintiff is entitled to recover \$143,990.30, being the value of such labor and material provided, plus interest, costs and attorney's fees, which continue to accrue, under the contract for services as provided and rendered by the Plaintiff.

**RELIEF REQUESTED**

The Plaintiff requests that the Court grant the following relief:

A. Judgment against the Defendant, jointly and severally, in favor of Plaintiff in the amount of \$143,990.18 for the matters asserted in Counts One and Two herein;

B. Appointment of a commissioner to determine the validity and priority of all liens asserted against the Real Estate (upon proper notice to all affected parties) and authorization for

such commissioner to sell the property to satisfy the amounts owed to Plaintiff under the Mechanic's Lien;

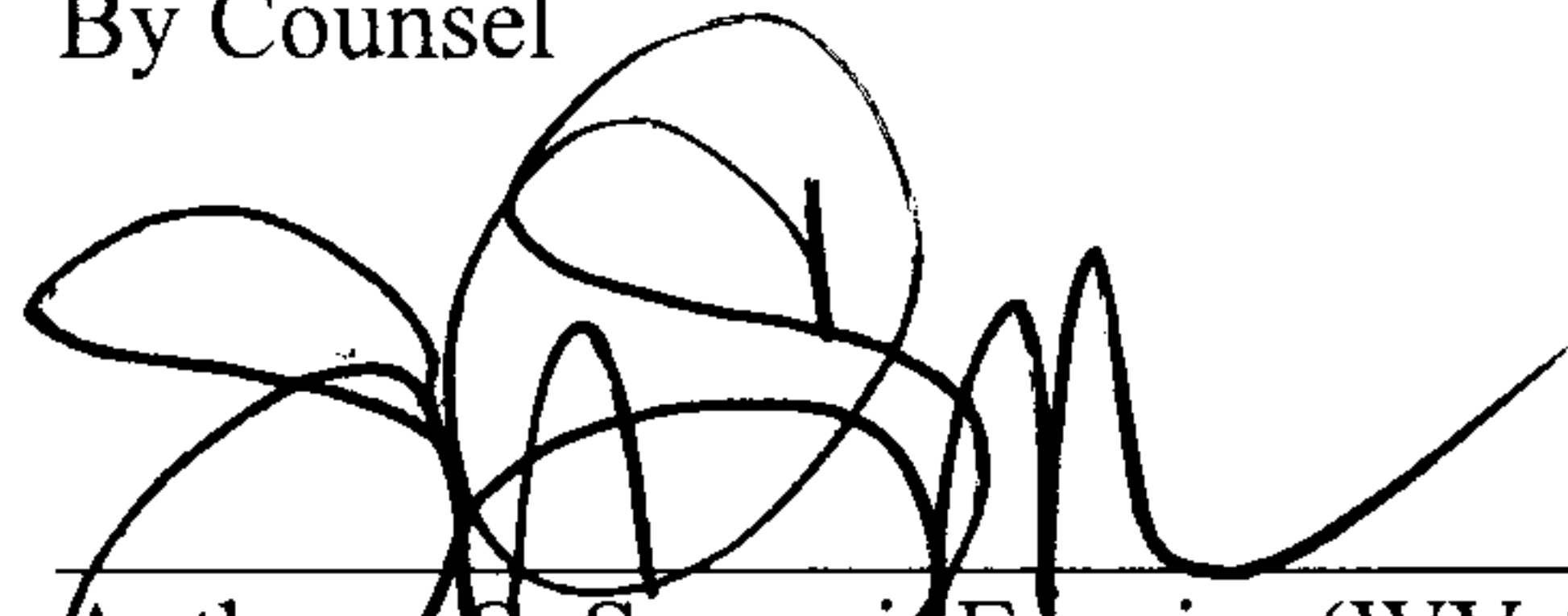
C. Plaintiff be awarded pre-judgment interest and post-judgment interest on all amounts awarded against the Defendant;

D. Plaintiff be awarded its costs and attorney fees incurred in this action; and

E. Plaintiff be awarded such other and further relief as may be just and proper.

HERC SERVICES, LLC

By Counsel

A handwritten signature in black ink, appearing to read 'Anthony C. Sunseri', is written over a horizontal line.

Anthony C. Sunseri, Esquire (WV #9189)

BURNS WHITE LLC

The Maxwell Centre

32-20<sup>th</sup> Street, Suite 200

Wheeling, WV 26003

(304) 233-9500

(304) 233-1363 Fax

[acsunseri@burnswhite.com](mailto:acsunseri@burnswhite.com)





Herc Services, LLC  
41 Edgecliff Road  
Rosslyn Farms, Pennsylvania 15106

Invoice for:  
A. M. Westbrook, Welded Construction  
AP@Welded.com

Project Name: MXP-1  
Invoice Number: 180708-MXP  
Invoice Date: Jul 8, 2018

Purchase Order: 87935  
Invoice Amount: 21887.65  
Due Date: Jul 8, 2018

Fees for Professional Services					
Date	Description	Discount	Rate	Quantity	Subtotal
07/02	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	88 mi	\$83.60
07/02	Sargent, William \$ 250 / additional hr	100%	\$0.00	2	\$0.00
07/02	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	0 mi	\$0.00
07/03	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	0 mi	\$0.00
07/03	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	123 mi	\$116.85
07/03	Sargent, William \$ 250 / additional hr	100%	\$0.00	2	\$0.00
07/04	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	0 mi	\$0.00
07/04	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	0 mi	\$0.00
07/05	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	34 mi	\$32.30
07/05	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	180 mi	\$171.00
07/06	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	151 mi	\$143.45
07/06	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	74 mi	\$70.30
07/06	Sargent, William \$ 250 / additional hr	100%	\$0.00	2	\$0.00
07/07	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	46 mi	\$43.70
07/07	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	210 mi	\$199.50
07/07	Sargent, William \$ 250 / additional hr	100%	\$0.00	2	\$0.00
07/08	MacKinnon, Ian \$ 200 / additional hr	25%	\$150.00	0	\$0.00
07/08	Sargent, William \$ 250 / additional hr	16%	\$210.00	0	\$0.00
07/08	Sargent, William \$15,000 (6x10s Rate)	18%	\$12,285.00	1	\$12,285.00
07/08	MacKinnon, Ian \$12,000 (6x10s Rate)	28%	\$8,600.40	1	\$8,600.40

EXHIBIT

tabbles

"A"





Herc Services, LLC  
41 Edgecliff Road  
Rosslyn Farms, Pennsylvania 15106

Invoice for:  
A. M. Westbrook, Welded Construction  
AP@Welded.com

Date	Description	Discount	Rate	Quantity	Subtotal
07/08	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	81 mi	\$76.95
07/08	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	68 mi	\$64.60
07/08	Board, Derik \$12,000 (6x10s Rate)	28%	\$8,600.40	0	\$0.00

### This Invoice

Subtotal: \$30,002.25  
Discounts Applied: \$8,114.60  
Less Remaining Retainer: \$0.00  
Total Amount Due: \$21,887.65

### Retainer

Remaining Amount: \$0.00

### Project History

Past Due Amount: \$0.00  
Client Balance: \$21,887.65





Herc Services, LLC  
41 Edgecliff Road  
Rosslyn Farms, Pennsylvania 15106

Invoice for:  
A. M. Westbrook, Welded Construction  
AP@Welded.com

We prefer payment by ACH / wire transfer. Our banking information is:

PNC Bank, NA  
Routing Number:  
Account Number:

Payments sent via check should be mailed to:

Herc Services, LLC  
Attn: Accounts Receivable  
41 Edgecliff Road  
Rosslyn Farms, Pennsylvania 15106

Payment of professional fees and expenses for this invoice is due on Jul 8, 2018.

Welded Construction agrees that it will review this invoice upon receipt and will advise us within 7 days of the receipt of each invoice as to any objection Welded Construction has with the form or substance of this invoice. Lack of timely objection to an invoice shall evidence Welded Construction agreement to pay the invoice in full.

We reserve the right to terminate this engagement if payment of fees and expenses billed for this invoice is not made within 35 days of Jul 8, 2018. A two and one half percent per month surcharge shall be incurred for any outstanding amount owed.

If such termination occurs, we shall be entitled to payment for all services performed prior to termination.





Herc Services, LLC  
41 Edgecliff Road  
Rosslyn Farms, Pennsylvania 15106

Invoice for:  
A. M. Westbrook, Welded Construction  
AP@Welded.com

Project Name: MXP-1  
Invoice Number: 180715-MXP  
Invoice Date: Jul 15, 2018

Purchase Order: 87935  
Invoice Amount: 22073.85  
Due Date: Jul 15, 2018

Fees for Professional Services					
Date	Description	Discount	Rate	Quantity	Subtotal
07/09	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	147 mi	\$139.65
07/09	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	126 mi	\$119.70
07/10	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	123 mi	\$116.85
07/10	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	72 mi	\$68.40
07/10	Board, Derik \$ 200 / additional hr	100%	\$0.00	10	\$0.00
07/11	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	114 mi	\$108.30
07/11	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	67 mi	\$63.65
07/12	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	102 mi	\$96.90
07/12	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	86 mi	\$81.70
07/13	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	180 mi	\$171.00
07/13	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	62 mi	\$58.90
07/13	Board, Derik \$ 200 / additional hr	100%	\$0.00	10	\$0.00
07/14	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	140 mi	\$133.00
07/14	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	32 mi	\$30.40
07/15	Sargent, William \$15,000 (6x10s Rate)	18%	\$12,285.00	1	\$12,285.00
07/15	MacKinnon, Ian \$12,000 (6x10s Rate)	28%	\$8,600.40	1	\$8,600.40
07/15	MacKinnon, Ian \$ 200 / additional hr	25%	\$150.00	0	\$0.00
07/15	Sargent, William \$ 250 / additional hr	16%	\$210.00	0	\$0.00
07/15	Board, Derik \$12,000 (6x10s Rate)	28%	\$8,600.40	0	\$0.00
07/15	Board, Derik \$ 200 / additional hr	25%	\$150.00	0	\$0.00





Herc Services, LLC  
41 Edgecliff Road  
Rosslyn Farms, Pennsylvania 15106

**Invoice for:**  
A. M. Westbrook, Welded Construction  
AP@Welded.com

This Invoice		Retainer	
Subtotal:	\$32,188.45	Remaining Amount:	\$0.00
Discounts Applied:	\$10,114.60		
Less Remaining Retainer:	\$0.00	<b>Project History</b>	
Total Amount Due:	\$22,073.85	Past Due Amount:	\$21,887.65
		Client Balance:	\$43,961.50



Herc Services, LLC  
41 Edgecliff Road  
Rosslyn Farms, Pennsylvania 15106

Invoice for:  
A. M. Westbrook, Welded Construction  
AP@Welded.com

We prefer payment by ACH / wire transfer. Our banking information is:

PNC Bank, NA  
Routing Number:  
Account Number:

Payments sent via check should be mailed to:

Herc Services, LLC  
Attn: Accounts Receivable  
41 Edgecliff Road  
Rosslyn Farms, Pennsylvania 15106

Payment of professional fees and expenses for this invoice is due on Jul 15, 2018.

Welded Construction agrees that it will review this invoice upon receipt and will advise us within 7 days of the receipt of each invoice as to any objection Welded Construction has with the form or substance of this invoice. Lack of timely objection to an invoice shall evidence Welded Construction agreement to pay the invoice in full.

We reserve the right to terminate this engagement if payment of fees and expenses billed for this invoice is not made within 35 days of Jul 15, 2018. A two and one half percent per month surcharge shall be incurred for any outstanding amount owed.

If such termination occurs, we shall be entitled to payment for all services performed prior to termination.





Herc Services, LLC  
41 Edgecliff Road  
Rosslyn Farms, Pennsylvania 15106

Invoice for:  
A. M. Westbrook  
Welded Construction  
AP@Welded.com

Project Name: MXP-1  
Invoice Number: 180722-MXP  
Invoice Date: Jul 22, 2018

Purchase Order: 87935  
Invoice Amount: \$23,669.87  
Due Date: Jul 22, 2018

Fees for Professional Services					
Date	Description	Discount	Rate	Quantity	Subtotal
07/16	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	149 mi	\$141.55
07/16	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	85 mi	\$80.75
07/16	Sargent, William \$ 250 / additional hr	100%	\$0.00	2	\$0.00
07/17	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	183 mi	\$173.85
07/17	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	96 mi	\$91.20
07/17	Sargent, William \$ 250 / additional hr	100%	\$0.00	2.5	\$0.00
07/18	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	167 mi	\$158.65
07/18	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	86 mi	\$81.70
07/18	Sargent, William \$ 250 / additional hr	100%	\$0.00	2.5	\$0.00
07/19	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	141 mi	\$133.95
07/19	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	103 mi	\$97.85
07/19	Sargent, William \$ 250 / additional hr	100%	\$0.00	4	\$0.00
07/20	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	149 mi	\$141.55
07/20	Sargent, William Mileage @ \$ 0.95/mi Remained in trailer to complete variance analysis.	0%	\$0.95	0 mi	\$0.00
07/21	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	171 mi	\$162.45
07/21	Sargent, William Mileage @ \$ 0.95/mi Off site	0%	\$0.95	0 mi	\$0.00
07/21	Board, Derik Mileage @ \$ 0.95/mi	0%	\$0.95	62 mi	\$58.90
07/22	MacKinnon, Ian \$12,000 (6x10s Rate)	28%	\$8,600.40	1	\$8,600.40





Herc Services, LLC  
 41 Edgecliff Road  
 Rosslyn Farms, Pennsylvania 15106

Invoice for:  
 A. M. Westbrook  
 Welded Construction  
 AP@Welded.com

Date	Description	Discount	Rate	Quantity	Subtotal
07/22	MacKinnon, Ian \$ 200 / additional hr	25%	\$150.00	0	\$0.00
07/22	Sargent, William \$15,000 (6x10s Rate)	18%	\$12,285.00	1	\$12,285.00
07/22	Sargent, William \$ 250 / additional hr	16%	\$210.00	0	\$0.00
07/22	Board, Derik \$12,000 (6x10s Rate) Saturday Only (1/6 of discounted rate.)	28%	\$8,600.40	0.17	\$1,462.07
07/22	Board, Derik \$ 200 / additional hr	25%	\$150.00	0	\$0.00

#### This Invoice

Subtotal: \$33,112.40  
 Discounts Applied: \$9,442.53  
 Less Remaining Retainer: \$0.00  
 Total Amount Due: \$23,669.87

#### Retainer

Remaining Amount: \$0.00

#### Project History

Past Due Amount: \$43,961.50  
 Client Balance: \$67,631.37





Herc Services, LLC  
41 Edgecliff Road  
Rosslyn Farms, Pennsylvania 15106

Invoice for:  
A. M. Westbrook  
Welded Construction  
AP@Welded.com

We prefer payment by ACH / wire transfer. Our banking information is:

PNC Bank, NA  
Routing Number:  
Account Number:

Payments sent via check should be mailed to:

Herc Services, LLC  
Attn: Accounts Receivable  
41 Edgecliff Road  
Rosslyn Farms, Pennsylvania 15106

Payment of professional fees and expenses for this invoice is due on Jul 22, 2018.

Welded Construction agrees that it will review this invoice upon receipt and will advise us within 7 days of the receipt of each invoice as to any objection Welded Construction has with the form or substance of this invoice. Lack of timely objection to an invoice shall evidence Welded Construction agreement to pay the invoice in full.

We reserve the right to terminate this engagement if payment of fees and expenses billed for this invoice is not made within 35 days of Jul 22, 2018. A two and one half percent per month surcharge shall be incurred for any outstanding amount owed.

If such termination occurs, we shall be entitled to payment for all services performed prior to termination.





Herc Services, LLC  
41 Edgecliff Road  
Rosslyn Farms, Pennsylvania 15106

Invoice for:  
A. M. Westbrook  
Welded Construction  
AP@Welded.com

Project Name: MXP-1  
Invoice Number: 180729-MXP  
Invoice Date: Jul 29, 2018

Purchase Order: 87935  
Invoice Amount: \$18,599.20  
Due Date: Jul 29, 2018

Fees for Professional Services					
Date	Description	Discount	Rate	Quantity	Subtotal
07/23	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	149 mi	\$141.55
07/23	Board, Derik Mileage @ \$ 0.95/mi	0%	\$0.95	62 mi	\$58.90
07/24	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	183 mi	\$173.85
07/24	Board, Derik Mileage @ \$ 0.95/mi	0%	\$0.95	78 mi	\$74.10
07/25	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	167 mi	\$158.65
07/25	Board, Derik Mileage @ \$ 0.95/mi	0%	\$0.95	142 mi	\$134.90
07/26	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	0 mi	\$0.00
07/26	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	141 mi	\$133.95
07/26	Board, Derik Mileage @ \$ 0.95/mi	0%	\$0.95	76 mi	\$72.20
07/27	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	149 mi	\$141.55
07/27	Board, Derik Mileage @ \$ 0.95/mi	0%	\$0.95	72 mi	\$68.40
07/28	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	171 mi	\$162.45
07/28	Board, Derik Mileage @ \$ 0.95/mi	0%	\$0.95	82 mi	\$77.90
07/29	Board, Derik \$ 200 / additional hr	25%	\$150.00	0	\$0.00
07/29	Board, Derik \$12,000 (6x10s Rate)	28%	\$8,600.40	1	\$8,600.40
07/29	MacKinnon, Ian \$12,000 (6x10s Rate)	28%	\$8,600.40	1	\$8,600.40
07/29	MacKinnon, Ian \$ 200 / additional hr	25%	\$150.00	0	\$0.00
07/29	Sargent, William \$15,000 (6x10s Rate)	18%	\$12,285.00	0	\$0.00
07/29	Sargent, William \$ 250 / additional hr	16%	\$210.00	0	\$0.00





Herc Services, LLC  
41 Edgecliff Road  
Rosslyn Farms, Pennsylvania 15106

Invoice for:  
A. M. Westbrook  
Welded Construction  
AP@Welded.com

This Invoice		Retainer	
Subtotal:	\$23,398.40	Remaining Amount:	\$0.00
Discounts Applied:	\$6,799.20		
Less Remaining Retainer:	\$0.00		
Total Amount Due:	\$18,599.20		
		Project History	
		Past Due Amount:	\$67,631.37
		Client Balance:	\$86,230.57



Herc Services, LLC  
41 Edgecliff Road  
Rosslyn Farms, Pennsylvania 15106

Invoice for:  
A. M. Westbrook  
Welded Construction  
AP@Welded.com

We prefer payment by ACH / wire transfer. Our banking information is:

PNC Bank, NA  
Routing Number:  
Account Number:

Payments sent via check should be mailed to:

Herc Services, LLC  
Attn: Accounts Receivable  
41 Edgecliff Road  
Rosslyn Farms, Pennsylvania 15106

Payment of professional fees and expenses for this invoice is due on Jul 29, 2018.

Welded Construction agrees that it will review this invoice upon receipt and will advise us within 7 days of the receipt of each invoice as to any objection Welded Construction has with the form or substance of this invoice. Lack of timely objection to an invoice shall evidence Welded Construction agreement to pay the invoice in full.

We reserve the right to terminate this engagement if payment of fees and expenses billed for this invoice is not made within 35 days of Jul 29, 2018. A two and one half percent per month surcharge shall be incurred for any outstanding amount owed.

If such termination occurs, we shall be entitled to payment for all services performed prior to termination.





Herc Services, LLC  
41 Edgecliff Road  
Rosslyn Farms, Pennsylvania 15106

Invoice for:  
A. M. Westbrook  
Welded Construction  
AP@Welded.com

Project Name: MXP-1  
Invoice Number: 180805-MXP  
Invoice Date: Aug 5, 2018

Purchase Order: 87935  
Invoice Amount: \$33,639.78  
Due Date: Aug 5, 2018

Fees for Professional Services					
Date	Description	Discount	Rate	Quantity	Subtotal
07/08	MacKinnon, Ian (Correction) \$12,000 (6x10s Rate) Corrected Rate	18%	\$9,876.00	1	\$9,876.00
07/08	MacKinnon, Ian (Credit) \$12,000 (6x10s Rate) Invoice 180708-MXP Incorrect discount applied	0%	\$8,600.40	-1	-\$8,600.40
07/15	MacKinnon, Ian (Correction) \$12,000 (6x10s Rate) Corrected Rate	18%	\$9,876.00	1	\$9,876.00
07/15	MacKinnon, Ian (Credit) \$12,000 (6x10s Rate) Invoice 180715-MXP Incorrect discount applied	0%	\$8,600.40	-1	-\$8,600.40
07/22	Board, Derik (Correction) \$12,000 (6x10s Rate) Corrected Rate	18%	\$9,876.00	0.17	\$1,678.92
07/22	MacKinnon, Ian (Correction) \$12,000 (6x10s Rate) Corrected Rate	18%	\$9,876.00	1	\$9,876.00
07/22	MacKinnon, Ian (Credit) \$12,000 (6x10s Rate) Invoice 180722-MXP Incorrect discount applied	0%	\$8,600.40	-1	-\$8,600.40
07/22	Board, Derik (Credit) \$12,000 (6x10s Rate) Invoice 180722-MXP Incorrect discount applied	0%	\$8,600.40	-0.17	-\$1,462.07
07/29	Board, Derik (Correction) \$12,000 (6x10s Rate) Corrected Rate	18%	\$9,876.00	1	\$9,876.00
07/29	Board, Derik (Credit) \$12,000 (6x10s Rate) Invoice 180729-MXP Incorrect discount applied	0%	\$8,600.40	-1	-\$8,600.40





Herc Services, LLC  
41 Edgecliff Road  
Rosslyn Farms, Pennsylvania 15106

Invoice for:  
A. M. Westbrook  
Welded Construction  
AP@Welded.com

Date	Description	Discount	Rate	Quantity	Subtotal
07/29	MacKinnon, Ian (Correction) \$12,000 (6x10s Rate) Corrected Rate	18%	\$9,876.00	1	\$9,876.00
07/29	MacKinnon, Ian (Credit) \$12,000 (6x10s Rate) Invoice 180729-MXP Incorrect discount applied	0%	\$8,600.40	-1	-\$8,600.40
07/30	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	81.5 mi	\$77.43
07/30	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	113 mi	\$107.35
07/30	Sargent, William \$ 250 / additional hr	100%	\$0.00	4	\$0.00
07/31	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	61 mi	\$57.95
07/31	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	123 mi	\$116.85
07/31	Sargent, William \$ 250 / additional hr	100%	\$0.00	1.5	\$0.00
08/01	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	154 mi	\$146.30
08/01	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	67 mi	\$63.65
08/01	Sargent, William \$ 250 / additional hr	100%	\$0.00	1.5	\$0.00
08/02	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	135 mi	\$128.25
08/02	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	154 mi	\$146.30
08/02	Sargent, William \$ 250 / additional hr	100%	\$0.00	2	\$0.00
08/03	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	0 mi	\$0.00
08/03	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	142 mi	\$134.90
08/03	Sargent, William \$ 250 / additional hr	100%	\$0.00	2	\$0.00
08/04	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	0 mi	\$0.00
08/04	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	174 mi	\$165.30
08/04	Sargent, William \$ 250 / additional hr	100%	\$0.00	2	\$0.00
08/05	MacKinnon, Ian	18%	\$9,876.00	1	\$9,876.00





Herc Services, LLC  
 41 Edgecliff Road  
 Rosslyn Farms, Pennsylvania 15106

Invoice for:  
 A. M. Westbrook  
 Welded Construction  
 AP@Welded.com

Date	Description	Discount	Rate	Quantity	Subtotal
	\$12,000 (6x10s Rate)				
08/05	MacKinnon, Ian \$ 200 / additional hr	25%	\$150.00	10	\$1,500.00
08/05	Sargent, William \$15,000 (6x10s Rate)	18%	\$12,285.00	1	\$12,285.00
08/05	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	147 mi	\$139.65
08/05	Sargent, William \$ 250 / additional hr	16%	\$210.00	10	\$2,100.00

#### This Invoice

Subtotal: \$53,609.56  
 Discounts Applied: \$19,970.08  
 Less Remaining Retainer: \$0.00  
 Total Amount Due: \$33,639.78

#### Retainer

Remaining Amount: \$0.00

#### Project History

Past Due Amount: \$86,230.57  
 Client Balance: \$119,870.35





Herc Services, LLC  
41 Edgecliff Road  
Rosslyn Farms, Pennsylvania 15106

Invoice for:  
A. M. Westbrook  
Welded Construction  
AP@Welded.com

We prefer payment by ACH / wire transfer. Our banking information is:

PNC Bank, NA  
Routing Number:  
Account Number:

Payments sent via check should be mailed to:

Herc Services, LLC  
Attn: Accounts Receivable  
41 Edgecliff Road  
Rosslyn Farms, Pennsylvania 15106

Payment of professional fees and expenses for this invoice is due on Aug 5, 2018.

Welded Construction agrees that it will review this invoice upon receipt and will advise us within 7 days of the receipt of each invoice as to any objection Welded Construction has with the form or substance of this invoice. Lack of timely objection to an invoice shall evidence Welded Construction agreement to pay the invoice in full.

We reserve the right to terminate this engagement if payment of fees and expenses billed for this invoice is not made within 35 days of Aug 5, 2018. A two and one half percent per month surcharge shall be incurred for any outstanding amount owed.

If such termination occurs, we shall be entitled to payment for all services performed prior to termination.





Herc Services, LLC  
41 Edgecliff Road  
Rosslyn Farms, Pennsylvania 15106

Invoice for:  
A. M. Westbrook  
Welded Construction  
AP@Welded.com

Project Name: MXP-1  
Invoice Number: 180812-MXP  
Invoice Date: Aug 12, 2018

Purchase Order: 87935  
Invoice Amount: \$23,912.80  
Due Date: Aug 12, 2018

Fees for Professional Services					
Date	Description	Discount	Rate	Quantity	Subtotal
08/06	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	113 mi	\$107.35
08/06	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	115 mi	\$109.25
08/06	Sargent, William \$ 250 / additional hr	100%	\$0.00	2	\$0.00
08/07	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	150 mi	\$142.50
08/07	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	0 mi	\$0.00
08/08	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	177 mi	\$168.15
08/08	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	86 mi	\$81.70
08/09	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	282 mi	\$267.90
08/09	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	119 mi	\$113.05
08/10	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	264 mi	\$250.80
08/10	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	131 mi	\$124.45
08/11	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	256 mi	\$243.20
08/11	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	151 mi	\$143.45
08/12	MacKinnon, Ian \$12,000 (6x10s Rate)	18%	\$9,876.00	1	\$9,876.00
08/12	Sargent, William \$15,000 (6x10s Rate)	18%	\$12,285.00	1	\$12,285.00

#### This Invoice

Subtotal: \$29,251.80  
Discounts Applied: \$5,339.00  
Less Remaining Retainer: \$0.00  
Total Amount Due: \$23,912.80

#### Retainer

Remaining Amount: \$0.00

#### Project History

Past Due Amount: \$119,870.35  
Client Balance: \$143,783.15





Herc Services, LLC  
41 Edgecliff Road  
Rosslyn Farms, Pennsylvania 15106

Invoice for:  
A. M. Westbrook  
Welded Construction  
AP@Welded.com

We prefer payment by ACH / wire transfer. Our banking information is:

PNC Bank, NA  
Routing Number:  
Account Number:

Payments sent via check should be mailed to:

Herc Services, LLC  
Attn: Accounts Receivable  
41 Edgecliff Road  
Rosslyn Farms, Pennsylvania 15106

Payment of professional fees and expenses for this invoice is due on Aug 12, 2018.

Welded Construction agrees that it will review this invoice upon receipt and will advise us within 7 days of the receipt of each invoice as to any objection Welded Construction has with the form or substance of this invoice. Lack of timely objection to an invoice shall evidence Welded Construction agreement to pay the invoice in full.

We reserve the right to terminate this engagement if payment of fees and expenses billed for this invoice is not made within 35 days of Aug 12, 2018. A two and one half percent per month surcharge shall be incurred for any outstanding amount owed.

If such termination occurs, we shall be entitled to payment for all services performed prior to termination.





Herc Services, LLC  
41 Edgecliff Road  
Rosslyn Farms, Pennsylvania 15106

Invoice for:  
A. M. Westbrook  
Welded Construction  
AP@Welded.com

Project Name: MXP-1  
Invoice Number: 180819-MXP  
Invoice Date: Aug 19, 2018

Purchase Order: 87935  
Invoice Amount: \$24,889.37  
Due Date: Aug 19, 2018

Fees for Professional Services						
Date	Description	Discount	Rate	Quantity	Subtotal	
08/13	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	238 mi	\$226.10	
08/13	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	72 mi	\$68.40	
08/14	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	166 mi	\$157.70	
08/14	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	65 mi	\$61.75	
08/15	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	139 mi	\$132.05	
08/15	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	46 mi	\$43.70	
08/16	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	158 mi	\$150.10	
08/16	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	120 mi	\$114.00	
08/17	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	138 mi	\$131.10	
08/17	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	77 mi	\$73.15	
08/17	Invoice 180807-MXP Interest Late Payment	0%	\$729.59		\$729.59	
08/17	Invoice 180814-MXP Interest Late Payment	0%	\$607.03		\$607.03	
08/17	Invoice 180821-MXP Interest Late Payment	0%	\$0.00		\$0.00	
08/18	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	168 mi	\$159.60	
08/18	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	78 mi	\$74.10	
08/19	MacKinnon, Ian \$12,000 (6x10s Rate)	18%	\$9,876.00	1	\$9,876.00	
08/19	Sargent, William \$15,000 (6x10s Rate)	18%	\$12,285.00	1	\$12,285.00	





Herc Services, LLC  
41 Edgecliff Road  
Rosslyn Farms, Pennsylvania 15106

Invoice for:  
A. M. Westbrook  
Welded Construction  
AP@Welded.com

This Invoice	
Subtotal:	\$29,728.37
Discounts Applied:	\$4,839.00
Less Remaining Retainer:	\$0.00
Total Amount Due:	\$24,889.37

Retainer	
Remaining Amount:	\$0.00

Project History	
Past Due Amount:	\$76,151.78
Client Balance:	\$101,041.15



Herc Services, LLC  
41 Edgecliff Road  
Rosslyn Farms, Pennsylvania 15106

Invoice for:  
A. M. Westbrook  
Welded Construction  
AP@Welded.com

We prefer payment by ACH / wire transfer. Our banking information is:

PNC Bank, NA  
Routing Number:  
Account Number:

Payments sent via check should be mailed to:

Herc Services, LLC  
Attn: Accounts Receivable  
41 Edgecliff Road  
Rosslyn Farms, Pennsylvania 15106

Payment of professional fees and expenses for this invoice is due on Aug 19, 2018.

Welded Construction agrees that it will review this invoice upon receipt and will advise us within 7 days of the receipt of each invoice as to any objection Welded Construction has with the form or substance of this invoice. Lack of timely objection to an invoice shall evidence Welded Construction agreement to pay the invoice in full.

We reserve the right to terminate this engagement if payment of fees and expenses billed for this invoice is not made within 35 days of Aug 19, 2018. A two and one half percent per month surcharge shall be incurred for any outstanding amount owed.

If such termination occurs, we shall be entitled to payment for all services performed prior to termination.





Herc Services, LLC  
41 Edgecliff Road  
Rosslyn Farms, Pennsylvania 15106

Invoice for:  
A. M. Westbrook  
Welded Construction  
AP@Welded.com

Project Name: MXP-1  
Invoice Number: 180826-MXP  
Invoice Date: Aug 26, 2018

Purchase Order: 87935  
Invoice Amount: \$15,693.35  
Due Date: Aug 26, 2018

Fees for Professional Services					
Date	Description	Discount	Rate	Quantity	Subtotal
08/20	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	170 mi	\$161.50
08/20	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	97 mi	\$92.15
08/21	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	131 mi	\$124.45
08/21	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	103 mi	\$97.85
08/22	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	161 mi	\$152.95
08/22	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	91 mi	\$86.45
08/22	Sargent, William \$ 250 / additional hr	100%	\$0.00	1	\$0.00
08/23	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	167 mi	\$158.65
08/23	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	91 mi	\$86.45
08/24	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	197 mi	\$187.15
08/24	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	103 mi	\$97.85
08/24	Sargent, William \$ 250 / additional hr	100%	\$0.00	1	\$0.00
08/25	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	205 mi	\$194.75
08/25	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	0 mi	\$0.00
08/25	Sargent, William \$ 250 / additional hr	100%	\$0.00	1	\$0.00
08/26	MacKinnon, Ian \$12,000 (6x10s Rate)	18%	\$9,876.00	1	\$9,876.00
08/26	Sargent, William \$12,500 (5x10s Rate)	16%	\$10,500.00	1	\$10,500.00
08/26	Client Credit WCLP PO 69914 Invoice 180826-LXP	0%	\$6,122.85	-1	-\$6,122.85





Herc Services, LLC  
41 Edgecliff Road  
Rosslyn Farms, Pennsylvania 15106

Invoice for:  
A. M. Westbrook  
Welded Construction  
AP@Welded.com

This Invoice		Retainer	
Subtotal:	\$20,567.35	Remaining Amount:	\$0.00
Discounts Applied:	\$4,874.00		
Less Remaining Retainer:	\$0.00	Project History	
Total Amount Due:	\$15,693.35	Past Due Amount:	\$88,564.80
		Client Balance:	\$104,238.15



Herc Services, LLC  
41 Edgecliff Road  
Rosslyn Farms, Pennsylvania 15106

Invoice for:  
A. M. Westbrook  
Welded Construction  
AP@Welded.com

We prefer payment by ACH / wire transfer. Our banking information is:

PNC Bank, NA  
Routing Number:  
Account Number:

Payments sent via check should be mailed to:

Herc Services, LLC  
Attn: Accounts Receivable  
41 Edgecliff Road  
Rosslyn Farms, Pennsylvania 15106

Payment of professional fees and expenses for this invoice is due on Aug 26, 2018.

Welded Construction agrees that it will review this invoice upon receipt and will advise us within 7 days of the receipt of each invoice as to any objection Welded Construction has with the form or substance of this invoice. Lack of timely objection to an invoice shall evidence Welded Construction agreement to pay the invoice in full.

We reserve the right to terminate this engagement if payment of fees and expenses billed for this invoice is not made within 35 days of Aug 26, 2018. A two and one half percent per month surcharge shall be incurred for any outstanding amount owed.

If such termination occurs, we shall be entitled to payment for all services performed prior to termination.





Herc Services, LLC  
41 Edgecliff Road  
Rosslyn Farms, Pennsylvania 15106

Invoice for:  
A. M. Westbrook  
Wekled Construction  
AP@Wekled.com

Project Name: MXP-1  
Invoice Number: 180902-MXP  
Invoice Date: Sep 2, 2018

Purchase Order: 87935  
Invoice Amount: \$11,761.00  
Due Date: Sep 2, 2018

Fees for Professional Services					
Date	Description	Discount	Rate	Quantity	Subtotal
08/27	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	71 mi	\$67.45
08/27	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	197 mi	\$187.15
08/28	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	117 mi	\$111.15
08/28	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	161 mi	\$152.95
08/28	Sargent, William \$ 250 / additional hr	16%	\$210.00	3	\$630.00
08/28	MacKinnon, Ian \$ 200 / additional hr	25%	\$150.00	1	\$150.00
08/29	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	99 mi	\$94.05
08/29	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	152 mi	\$144.40
08/29	Sargent, William \$ 250 / additional hr	16%	\$210.00	2	\$420.00
08/30	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	80 mi	\$76.00
08/30	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	173 mi	\$164.35
08/31	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	73 mi	\$69.35
08/31	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	145 mi	\$137.75
09/01	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	138 mi	\$131.10
09/02	Client Credit WCLP PO 69914 Invoice 180902-LXP	0%	-\$11,150.70		-\$11,150.70
09/02	Sargent, William \$12,500 (5x10s Rate)	16%	\$10,500.00	1	\$10,500.00
09/02	MacKinnon, Ian \$ 200 / additional hr	25%	\$150.00	0	\$0.00
09/02	MacKinnon, Ian \$12,000 (6x10s Rate)	18%	\$9,876.00	1	\$9,876.00





Herc Services, LLC  
41 Edgecliff Road  
Rosslyn Farms, Pennsylvania 15106

**Invoice for:**  
A. M. Westbrook  
Welded Construction  
AP@Welded.com

This Invoice		Retainer	
Subtotal:	\$16,135.00	Remaining Amount:	\$0.00
Discounts Applied:	\$4,374.00	<b>Project History</b>	
Less Remaining Retainer:	\$0.00		
Total Amount Due:	\$11,761.00		
		Past Due Amount:	\$40,582.72
		Client Balance:	\$52,343.72



Herc Services, LLC  
41 Edgecliff Road  
Rosslyn Farms, Pennsylvania 15106

Invoice for:  
A. M. Westbrook  
Welded Construction  
AP@Welded.com

We prefer payment by ACH / wire transfer. Our banking information is:

PNC Bank, NA  
Routing Number:  
Account Number:

Payments sent via check should be mailed to:

Herc Services, LLC  
Attn: Accounts Receivable  
41 Edgecliff Road  
Rosslyn Farms, Pennsylvania 15106

Payment of professional fees and expenses for this invoice is due on Sep 2, 2018.

Welded Construction agrees that it will review this invoice upon receipt and will advise us within 7 days of the receipt of each invoice as to any objection Welded Construction has with the form or substance of this invoice. Lack of timely objection to an invoice shall evidence Welded Construction agreement to pay the invoice in full.

We reserve the right to terminate this engagement if payment of fees and expenses billed for this invoice is not made within 35 days of Sep 2, 2018. A two and one half percent per month surcharge shall be incurred for any outstanding amount owed.

If such termination occurs, we shall be entitled to payment for all services performed prior to termination.





Herc Services, LLC  
41 Edgecliff Road  
Rosslyn Farms, Pennsylvania 15106

Invoice for:  
A. M. Westbrook  
Welded Construction  
AP@Welded.com

Project Name: MXP-1  
Invoice Number: 180909-MXP  
Invoice Date: Sep 9, 2018

Purchase Order: 87935  
Invoice Amount: \$20,469.60  
Due Date: Sep 9, 2018

Fees for Professional Services						
Date	Description	Discount	Rate	Quantity	Subtotal	
09/03	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	0 mi	\$0.00	
09/03	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	0 mi	\$0.00	
09/04	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	83 mi	\$78.85	
09/04	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	188 mi	\$178.60	
09/05	Sargent, William \$ 250 / additional hr	16%	\$210.00	2	\$420.00	
09/05	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	0 mi	\$0.00	
09/05	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	140 mi	\$133.00	
09/06	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	55 mi	\$52.25	
09/06	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	171 mi	\$162.45	
09/07	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	0 mi	\$0.00	
09/07	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	171 mi	\$162.45	
09/08	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	0 mi	\$0.00	
09/08	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	191 mi	\$181.45	
09/09	MacKinnon, Ian \$10,500 (5x10s Rate)	18%	\$8,600.55	1	\$8,600.55	
09/09	Sargent, William \$12,500 (5x10s Rate)	16%	\$10,500.00	1	\$10,500.00	

#### This Invoice

Subtotal: \$24,449.05  
Discounts Applied: \$3,979.15  
Less Remaining Retainer: \$0.00  
Total Amount Due: \$20,469.60

#### Retainer

Remaining Amount: \$0.00

#### Project History

Past Due Amount: \$52,343.72  
Client Balance: \$72,813.32





Herc Services, LLC  
41 Edgecliff Road  
Rosslyn Farms, Pennsylvania 15106

Invoice for:  
A. M. Westbrook  
Welded Construction  
AP@Welded.com

We prefer payment by ACH / wire transfer. Our banking information is:

PNC Bank, NA  
Routing Number:  
Account Number:

Payments sent via check should be mailed to:

Herc Services, LLC  
Attn: Accounts Receivable  
41 Edgecliff Road  
Rosslyn Farms, Pennsylvania 15106

Payment of professional fees and expenses for this invoice is due on Sep 9, 2018.

Welded Construction agrees that it will review this invoice upon receipt and will advise us within 7 days of the receipt of each invoice as to any objection Welded Construction has with the form or substance of this invoice. Lack of timely objection to an invoice shall evidence Welded Construction agreement to pay the invoice in full.

We reserve the right to terminate this engagement if payment of fees and expenses billed for this invoice is not made within 35 days of Sep 9, 2018. A two and one half percent per month surcharge shall be incurred for any outstanding amount owed.

If such termination occurs, we shall be entitled to payment for all services performed prior to termination.





Herc Services, LLC  
41 Edgecliff Road  
Rosslyn Farms, Pennsylvania 15106

Invoice for:  
A. M. Westbrook  
Welded Construction  
AP@Welded.com

Project Name: MXP-1  
Invoice Number: 180916-MXP  
Invoice Date: Sep 16, 2018

Purchase Order: 87935  
Invoice Amount: \$21,360.20  
Due Date: Sep 16, 2018

Fees for Professional Services					
Date	Description	Discount	Rate	Quantity	Subtotal
09/10	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	164 mi	\$155.80
09/11	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	138 mi	\$131.10
09/12	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	113 mi	\$107.35
09/13	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	101 mi	\$95.95
09/13	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	133 mi	\$126.35
09/14	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	83 mi	\$78.85
09/14	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	151 mi	\$143.45
09/15	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	153 mi	\$145.35
09/16	Sargent, William \$12,500 (5x10s Rate)	16%	\$10,500.00	1	\$10,500.00
09/16	MacKinnon, Ian \$12,000 (6x10s Rate)	18%	\$9,876.00	1	\$9,876.00

#### This Invoice

Subtotal: \$25,481.20  
Discounts Applied: \$4,124.00  
Less Remaining Retainer: \$0.00  
Total Amount Due: \$21,360.20

#### Retainer

Remaining Amount: \$0.00

#### Project History

Past Due Amount: \$20,469.60  
Client Balance: \$41,829.80





Herc Services, LLC  
41 Edgecliff Road  
Rosslyn Farms, Pennsylvania 15106

Invoice for:  
A. M. Westbrook  
Welded Construction  
AP@Welded.com

We prefer payment by ACH / wire transfer. Our banking information is:

PNC Bank, NA  
Routing Number:  
Account Number:

Payments sent via check should be mailed to:

Herc Services, LLC  
Attn: Accounts Receivable  
41 Edgecliff Road  
Rosslyn Farms, Pennsylvania 15106

Payment of professional fees and expenses for this invoice is due on Sep 16, 2018.

Welded Construction agrees that it will review this invoice upon receipt and will advise us within 7 days of the receipt of each invoice as to any objection Welded Construction has with the form or substance of this invoice. Lack of timely objection to an invoice shall evidence Welded Construction agreement to pay the invoice in full.

We reserve the right to terminate this engagement if payment of fees and expenses billed for this invoice is not made within 35 days of Sep 16, 2018. A two and one half percent per month surcharge shall be incurred for any outstanding amount owed.

If such termination occurs, we shall be entitled to payment for all services performed prior to termination.





Herc Services, LLC  
41 Edgecliff Road  
Rosslyn Farms, Pennsylvania 15106

Invoice for:  
A. M. Westbrook  
Welded Construction  
AP@Welded.com

Project Name: MXP-1  
Invoice Number: 180923-MXP  
Invoice Date: Sep 23, 2018

Purchase Order: 87935  
Invoice Amount: \$17,251.30  
Due Date: Sep 23, 2018

Fees for Professional Services					
Date	Description	Discount	Rate	Quantity	Subtotal
09/17	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	100 mi	\$95.00
09/18	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	130 mi	\$123.50
09/19	Sargent, William \$ 250 / additional hr	16%	\$210.00	10	\$2,100.00
09/19	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	170 mi	\$161.50
09/19	MacKinnon, Ian \$ 200 / additional hr	25%	\$150.00	1	\$150.00
09/20	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	73 mi	\$69.35
09/20	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	158 mi	\$150.10
09/20	Sargent, William \$ 250 / additional hr	16%	\$210.00	10	\$2,100.00
09/21	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	81 mi	\$76.95
09/21	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	131 mi	\$124.45
09/21	Sargent, William \$ 250 / additional hr	16%	\$210.00	10	\$2,100.00
09/22	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	131 mi	\$124.45
09/23	MacKinnon, Ian \$12,000 (6x10s Rate)	18%	\$9,876.00	1	\$9,876.00

#### This Invoice

Subtotal: \$20,625.30  
Discounts Applied: \$3,374.00  
Less Remaining Retainer: \$0.00  
Total Amount Due: \$17,251.30

#### Retainer

Remaining Amount: \$0.00

#### Project History

Past Due Amount: \$41,822.80  
Client Balance: \$59,081.10





Herc Services, LLC  
41 Edgecliff Road  
Rosslyn Farms, Pennsylvania 15106

Invoice for:  
A. M. Westbrook  
Welded Construction  
AP@Welded.com

We prefer payment by ACH / wire transfer. Our banking information is:

PNC Bank, NA  
Routing Number:  
Account Number:

Payments sent via check should be mailed to:

Herc Services, LLC  
Attn: Accounts Receivable  
41 Edgecliff Road  
Rosslyn Farms, Pennsylvania 15106

Payment of professional fees and expenses for this invoice is due on Sep 23, 2018.

Welded Construction agrees that it will review this invoice upon receipt and will advise us within 7 days of the receipt of each invoice as to any objection Welded Construction has with the form or substance of this invoice. Lack of timely objection to an invoice shall evidence Welded Construction agreement to pay the invoice in full.

We reserve the right to terminate this engagement if payment of fees and expenses billed for this invoice is not made within 35 days of Sep 23, 2018. A two and one half percent per month surcharge shall be incurred for any outstanding amount owed.

If such termination occurs, we shall be entitled to payment for all services performed prior to termination.





Herc Services, LLC  
41 Edgecliff Road  
Rosslyn Farms, Pennsylvania 15106

Invoice for:  
A. M. Westbrook  
Welded Construction  
AP@Welded.com

Project Name: MXP-1  
Invoice Number: 180930-MXP  
Invoice Date: Sep 30, 2018

Purchase Order: 87935  
Invoice Amount: \$21,464.70  
Due Date: Sep 30, 2018

Fees for Professional Services					
Date	Description	Discount	Rate	Quantity	Subtotal
09/24	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	130 mi	\$123.50
09/24	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	84 mi	\$79.80
09/25	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	35 mi	\$33.25
09/26	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	148 mi	\$140.60
09/27	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	119 mi	\$113.05
09/27	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	94 mi	\$89.30
09/28	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	146 mi	\$138.70
09/28	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	113 mi	\$107.35
09/29	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	140 mi	\$133.00
09/30	MacKinnon, Ian \$12,000 (6x10s Rate)	18%	\$9,876.00	1	\$9,876.00
09/30	Sargent, William \$12,500 (5x10s Rate)	16%	\$10,500.00	1	\$10,500.00
09/30	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	137 mi	\$130.15

#### This Invoice

Subtotal: \$25,588.70  
Discounts Applied: \$4,124.00  
Less Remaining Retainer: \$0.00  
Total Amount Due: \$21,464.70

#### Retainer

Remaining Amount: \$0.00

#### Project History

Past Due Amount: \$59,081.10  
Client Balance: \$80,545.80





Herc Services, LLC  
41 Edgecliff Road  
Rosslyn Farms, Pennsylvania 15106

Invoice for:  
A. M. Westbrook  
Welded Construction  
AP@Welded.com

We prefer payment by ACH / wire transfer. Our banking information is:

PNC Bank, NA  
Routing Number:  
Account Number:

Payments sent via check should be mailed to:

Herc Services, LLC  
Attn: Accounts Receivable  
41 Edgecliff Road  
Rosslyn Farms, Pennsylvania 15106

Payment of professional fees and expenses for this invoice is due on Sep 30, 2018.

Welded Construction agrees that it will review this invoice upon receipt and will advise us within 7 days of the receipt of each invoice as to any objection Welded Construction has with the form or substance of this invoice. Lack of timely objection to an invoice shall evidence Welded Construction agreement to pay the invoice in full.

We reserve the right to terminate this engagement if payment of fees and expenses billed for this invoice is not made within 35 days of Sep 30, 2018. A two and one half percent per month surcharge shall be incurred for any outstanding amount owed.

If such termination occurs, we shall be entitled to payment for all services performed prior to termination.





Herc Services, LLC  
41 Edgecliff Road  
Rosslyn Farms, Pennsylvania 15106

Invoice for:  
A. M. Westbrook  
Welded Construction  
AP@Welded.com

Project Name: MXP-1  
Invoice Number: 181007-MXP  
Invoice Date: Oct 7, 2018

Purchase Order: 87935  
Invoice Amount: \$20,040.10  
Due Date: Oct 7, 2018

Fees for Professional Services					
Date	Description	Discount	Rate	Quantity	Subtotal
10/03	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	73 mi	\$69.35
10/03	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	152 mi	\$144.40
10/04	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	106 mi	\$100.70
10/05	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	95 mi	\$90.25
10/05	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	155 mi	\$147.25
10/06	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	121 mi	\$114.95
10/06	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	145 mi	\$137.75
10/07	Sargent, William \$12,500 (5x10s Rate)	16%	\$10,500.00	1	\$10,500.00
10/07	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	142 mi	\$134.90
10/07	MacKinnon, Ian \$10,500 (5x10s Rate)	18%	\$8,600.55	1	\$8,600.55

#### This Invoice

Subtotal: \$23,939.55  
Discounts Applied: \$3,899.45  
Less Remaining Retainer: \$0.00  
Total Amount Due: \$20,040.10

#### Retainer

Remaining Amount: \$0.00

#### Project History

Past Due Amount: \$80,545.80  
Client Balance: \$100,585.90





Herc Services, LLC  
41 Edgecliff Road  
Rosslyn Farms, Pennsylvania 15106

Invoice for:  
A. M. Westbrook  
Welded Construction  
AP@Welded.com

We prefer payment by ACH / wire transfer. Our banking information is:

PNC Bank, NA  
Routing Number:  
Account Number:

Payments sent via check should be mailed to:

Herc Services, LLC  
Attn: Accounts Receivable  
41 Edgecliff Road  
Rosslyn Farms, Pennsylvania 15106

Payment of professional fees and expenses for this invoice is due on Oct 7, 2018.

Welded Construction agrees that it will review this invoice upon receipt and will advise us within 7 days of the receipt of each invoice as to any objection Welded Construction has with the form or substance of this invoice. Lack of timely objection to an invoice shall evidence Welded Construction agreement to pay the invoice in full.

We reserve the right to terminate this engagement if payment of fees and expenses billed for this invoice is not made within 35 days of Oct 7, 2018. A two and one half percent per month surcharge shall be incurred for any outstanding amount owed.

If such termination occurs, we shall be entitled to payment for all services performed prior to termination.





Herc Services, LLC  
41 Edgecliff Road  
Rosslyn Farms, Pennsylvania 15106

Invoice for:  
A. M. Westbrook  
Welded Construction  
AP@Welded.com

Project Name: MXP-1  
Invoice Number: 181014-MXP  
Invoice Date: Oct 14, 2018

Purchase Order: 87935  
Invoice Amount: \$21,611.95  
Due Date: Oct 14, 2018

Fees for Professional Services						
Date	Description	Discount	Rate	Quantity	Subtotal	
10/08	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	92 mi	\$87.40	
10/08	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	148 mi	\$140.60	
10/09	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	121 mi	\$114.95	
10/09	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	135 mi	\$128.25	
10/10	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	63 mi	\$59.85	
10/10	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	144 mi	\$136.80	
10/11	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	101 mi	\$95.95	
10/11	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	139 mi	\$132.05	
10/12	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	64 mi	\$60.80	
10/12	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	143 mi	\$135.85	
10/13	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	151 mi	\$143.45	
10/14	Sargent, William \$12,500 (5x10s Rate)	16%	\$10,500.00	1	\$10,500.00	
10/14	MacKinnon, Ian \$12,000 (6x10s Rate)	18%	\$9,876.00	1	\$9,876.00	

#### This Invoice

Subtotal: \$25,735.95  
Discounts Applied: \$4,124.00  
Less Remaining Retainer: \$0.00  
Total Amount Due: \$21,611.95

#### Retainer

Remaining Amount: \$0.00

#### Project History

Past Due Amount: \$100,585.90  
Client Balance: \$122,197.85





Herc Services, LLC  
41 Edgecliff Road  
Rosslyn Farms, Pennsylvania 15106

Invoice for:  
A. M. Westbrook  
Welded Construction  
AP@Welded.com

We prefer payment by ACH / wire transfer. Our banking information is:

PNC Bank, NA  
Routing Number:  
Account Number:

Payments sent via check should be mailed to:

Herc Services, LLC  
Attn: Accounts Receivable  
41 Edgecliff Road  
Rosslyn Farms, Pennsylvania 15106

Payment of professional fees and expenses for this invoice is due on Oct 14, 2018.

Welded Construction agrees that it will review this invoice upon receipt and will advise us within 7 days of the receipt of each invoice as to any objection Welded Construction has with the form or substance of this invoice. Lack of timely objection to an invoice shall evidence Welded Construction agreement to pay the invoice in full.

We reserve the right to terminate this engagement if payment of fees and expenses billed for this invoice is not made within 35 days of Oct 14, 2018. A two and one half percent per month surcharge shall be incurred for any outstanding amount owed.

If such termination occurs, we shall be entitled to payment for all services performed prior to termination.





Herc Services, LLC  
41 Edgecliff Road  
Rosslyn Farms, Pennsylvania 15106

Invoice for:  
A. M. Westbrook  
Welded Construction  
AP@Welded.com

Project Name: MXP-1  
Invoice Number: 181021-MXP  
Invoice Date: Oct 21, 2018

Purchase Order: 87935  
Invoice Amount: \$21,792.45  
Due Date: Oct 21, 2018

Fees for Professional Services						
Date	Description	Discount	Rate	Quantity	Subtotal	
10/15	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	63 mi	\$59.85	
10/15	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	153 mi	\$145.35	
10/16	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	96 mi	\$91.20	
10/16	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	151 mi	\$143.45	
10/17	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	91 mi	\$86.45	
10/17	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	147 mi	\$139.65	
10/18	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	93 mi	\$88.35	
10/18	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	155 mi	\$147.25	
10/19	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	89 mi	\$84.55	
10/19	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	157 mi	\$149.15	
10/20	Sargent, William Mileage @ \$ 0.95/mi	0%	\$0.95	0 mi	\$0.00	
10/20	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	148 mi	\$140.60	
10/21	Sargent, William \$12,500 (5x10s Rate)	16%	\$10,500.00	1	\$10,500.00	
10/21	MacKinnon, Ian Mileage @ \$ 0.95/mi	0%	\$0.95	148 mi	\$140.60	
10/21	MacKinnon, Ian \$12,000 (6x10s Rate)	18%	\$9,876.00	1	\$9,876.00	

#### This Invoice

Subtotal: \$25,916.45  
Discounts Applied: \$4,124.00  
Less Remaining Retainer: \$0.00  
Total Amount Due: \$21,792.45

#### Retainer

Remaining Amount: \$0.00

#### Project History

Past Due Amount: \$122,197.85  
Client Balance: \$143,990.30





Herc Services, LLC  
41 Edgecliff Road  
Rosslyn Farms, Pennsylvania 15106

Invoice for:  
A. M. Westbrook  
Welded Construction  
AP@Welded.com

We prefer payment by ACH / wire transfer. Our banking information is:

PNC Bank, NA  
Routing Number:  
Account Number:

Payments sent via check should be mailed to:

Herc Services, LLC  
Attn: Accounts Receivable  
41 Edgecliff Road  
Rosslyn Farms, Pennsylvania 15106

Payment of professional fees and expenses for this invoice is due on Oct 21, 2018.

Welded Construction agrees that it will review this invoice upon receipt and will advise us within 7 days of the receipt of each invoice as to any objection Welded Construction has with the form or substance of this invoice. Lack of timely objection to an invoice shall evidence Welded Construction agreement to pay the invoice in full.

We reserve the right to terminate this engagement if payment of fees and expenses billed for this invoice is not made within 35 days of Oct 21, 2018. A two and one half percent per month surcharge shall be incurred for any outstanding amount owed.

If such termination occurs, we shall be entitled to payment for all services performed prior to termination.



ANTHONY C SUNSERI ESQ - BURNS WHITE LLC  
 THE MAXWELL CENTRE  
 32 20TH STREET  
 WHEELING WV 26003

Prepared by, recorded at the request of,  
 and returned to:

**Anthony C. Sunseri, Esquire**  
**Burns White, LLC**  
**The Maxwell Centre**  
**32 20th Street**  
**Wheeling, West Virginia 26003**

2019 FEB 22 AM 11:11  
 FILED  
 CLERK OF COURT  
 WETZEL COUNTY, WV

### NOTICE OF MECHANIC'S LIEN


TO: Columbia Gas Transmission, LLC, owner or reputed owner as its interests may appear.

You will please take notice that the undersigned, Herc Services, LLC, with a place of business located at 41 Edgecliff Road, Rosslyn Farms, Pennsylvania 15106, was and is subcontractor with Welded Construction, L.P., who was and is general contractor for the furnishing of materials and doing of the work and labor necessary for quantity surveying and cost engineering, for Spread 1 of the Mountaineer Xpress Pipeline Project, owned by you and situate from Station 0+00 in in Marshall County, West Virginia to Station 996+36 in Wetzel County, West Virginia and that the contract price and value of said work and material is \$ 340,117.17. You are further notified that the undersigned has been paid only \$ 196,126.87 thereof and that it claims and will claim a lien, in the amount of \$ 143,990.30, upon your interest in the said tract of land and upon the buildings, structures and improvements thereon to secure the payment of said sum.

Given under my hand this 22 day of October, 2018.

Claimant,

HERC SERVICES, LLC

By:   
 Amanda H. Sargent, Esquire  
 President

**EXHIBIT**

"B"

tabbles



COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
 COUNTY OF ALLEGHENY )

Amanda Sargent, being first duly sworn, upon her oath says that the statements contained in the foregoing notice of mechanic's lien are true, as she verily believes.

Taken, subscribed and sworn to before me this 22 day of October, 2018.

By: Donna L. Williams  
 Notary Public

My commission expires: 5/20/22

Commonwealth of Pennsylvania - Notary Seal  
 Donna L. Williams, Notary Public  
 Allegheny County  
 My commission expires May 20, 2022  
 Commission number 1179245  
 Member, Pennsylvania Association of Notaries

# STATE OF WEST VIRGINIA, WETZEL COUNTY, SCT.:

I, Carol Haught, Clerk of the County Commission of said Country, do hereby certify that the annexed writing, bearing date \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, was presented for and by me, admitted to record in my office upon the above certification as to the parties therein named this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_.

TESTE: \_\_\_\_\_ Clerk

Wetzel County  
 Carol A. Haught, Clerk  
 Instrument 258257  
 10/22/2018 @ 03:11:44 PM  
 MECHANICS LIEN  
 Book 6 @ Page 152  
 Pages Recorded 2  
 Recording Cost \$  
 11.00